

FOURTH AMENDMENT
TO
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY
SUBRECIPIENT AGREEMENT

THIS FOURTH AMENDMENT to the Community Development Block Grant Disaster Recovery Subrecipient Agreement dated April 1, 2013 is made and entered into as of February 9, 2022, and is effective as of September 1, 2018, (the “Fourth Amendment”) by and between the Housing Trust Fund Corporation, operating by and through its division, the Governor’s Office of Storm Recovery (“GOSR”), (collectively referred to herein as the “Grantee”) and Community Development and Disaster Relief Corporation (“Subrecipient”). The foregoing Grantee and Subrecipient shall sometimes be referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1979 (42 U.S.C. 5121 et seq.), portions of the State of New York (“State”) received major disaster declarations as a result of Hurricane Sandy, Hurricane Irene, Tropical Storm Lee and other eligible events in calendar years 2011, 2012, and 2013; and

WHEREAS, pursuant to the Disaster Relief Appropriations Act, 2013 (Public Law 113-2, approved January 29, 2013), as amended (“Act”), Congress appropriated \$16,000,000,000 for the Community Development Block Grant Disaster Recovery (“CDBG-DR”) program; and

WHEREAS, pursuant to the CDBG-DR Grant Program and Federal Register Notice (79 Fed. Reg. 62,182), entitled *Third Allocation, Waivers and Alternative Requirements for Grantees Receiving Community Development Block Grant Disaster Recovery (“CDBG-DR”) Funds in Response to Hurricane Sandy* (as amended), the State has received a third allocation of CDBG-DR funds from HUD in the amount of \$605,922,000 (of which \$185,000,000 has been allocated towards the proposals developed through the Rebuild by Design competition); and

WHEREAS, pursuant to title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) (“HCD Act”), as amended, the Grantee is authorized to administer and distribute CDBG funds in the State; and

WHEREAS, Grantee and Subrecipient entered into a CDBG-DR Recovery Subrecipient Agreement on April 1, 2013 (the “Agreement”), the terms of which govern Subrecipient’s receipt of funds from the State of New York’s Community Development Block Grant-Disaster Recovery program to provide certain services in support of the State of New York’s recovery efforts following Hurricane Irene, Tropical Storm Lee, and Hurricane Sandy (“Storms”); and

WHEREAS, Grantee and Subrecipient entered into a First Amendment to the CDBG-DR Subrecipient Agreement on October 14, 2015, made effective on April 1, 2015 (the “First Amendment”), which increased the scope of work and extended the period of performance of the Agreement; and

WHEREAS, Grantee and Subrecipient entered into a Second Amendment to the CDBG-DR Subrecipient Agreement on December 19, 2016, made effective on March 7, 2014 (the "Second Amendment"), which updated the "Exhibit B1 Fee Schedule"; and

WHEREAS, Grantee and Subrecipient entered into a Third Amendment to the CDBG-DR Subrecipient Agreement on October 10, 2017, made effective on April 1, 2013 (the "Third Amendment"), which extended the Term and appended an Exhibit E; and

WHEREAS, the Parties desire to amend the Agreement by means of this Fourth Amendment in order to extend the Term to allow the Contractor to complete the scope of work in the corresponding Contracts of Sale;

NOW, THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

STIPULATED AND AGREED as follows:

1. The first sentence of Section II of the Agreement, titled "TERM," is hereby deleted in its entirety and replaced with the following: "The period of performance for all activities (with the exception of those activities required for close out and final audit) assisted pursuant to this Agreement shall commence as of the effective date of this Agreement, and shall continue until completion of the "Scope of Work" as detailed in Schedule A1, as outlined in the First Amendment to the Agreement, but no later than September 30, 2022."
2. Except as specifically modified herein, all terms and conditions in the Agreement will remain the same, continue in full force and effect, and apply to this Fourth Amendment.

IN WITNESS WHEREOF, the parties executed this Fourth Amendment on the day and year first above written.

**Community Development and
Disaster Relief Corporation**

Housing Trust Fund Corporation

By: Peter J. Elkowicz President/CEO

By: Emily Thompson

Name: Peter J. Elkowicz

Name: Emily Thompson

Title: President/CEO

Title: Acting General Counsel,
Governor's Office of Storm

Date: February 2, 2022

Date: Recovery
2/9/2022